

M M D.

MULTICULTURAL MEDIA DIRECT

LEGAL & COMMERCIAL

ADVERTISING TERMS & CONDITIONS

Governing the placement of Advertising across MMD's network of print, radio, digital, social media and television Member Media.

All Advertising placed through MMD across print, radio, digital, social media and television is invoiced by Independent Multicultural Media Australia Ltd trading as Multicultural Media Direct, ABN 95 654 345 301 ('MMD').

MMD acts as an advertising agency for, and on behalf of, its member publishers, broadcasters and digital media operators ('Member Media'). MMD contracts with Customers in its own name and is responsible for invoicing and collection.

In these Terms, a reference to publishing or publication of Advertising includes the publication, broadcast, transmission, display or other placement of Advertising in or on any Member Media channel, whether print, radio, digital, social media or television.

1 PUBLICATION OF ADVERTISING

1.1 Subject to these Terms, MMD will use its reasonable endeavours to publish, broadcast or otherwise place advertising submitted by Customers ('Advertising') in the format submitted by the Customer and in accordance with the placement instructions of the Customer.

1.2 MMD may, in its discretion and without further cost to the Customer, re-publish, re-broadcast or otherwise re-use Advertising across MMD Member Media channels.

2 RIGHT TO REFUSE OR WITHDRAW ADVERTISING

2.1 Neither these Terms nor any written or verbal quotation by MMD represent an offer to publish, broadcast or place Advertising. A binding contract in relation to a request for Advertising will only be formed between MMD and a Customer when MMD accepts Advertising in writing or generates a GST compliant invoice for that Advertising.

2.2 Even if a contract has been formed in accordance with the above clause, MMD reserves the right to refuse or withdraw from publication, broadcast or placement any Advertising at any time without giving reasons (even if the Advertising has previously been published by MMD).

3 RIGHT TO VARY FORMAT AND PLACEMENT

3.1 MMD reserves the right; (a) to vary the placement of Advertising. (b) to change the format of Advertising (including but not limited to changing a print format from colour to black and white, adjusting the duration, edit or scheduling of radio or television Advertising, or adapting creative to the technical specifications of a digital or social media platform); and (c) to substitute a placement of equivalent value in another Member Media channel where the requested placement is unavailable.

3.2 MMD will endeavour to notify the Customer of any such changes. However, except in accordance with clause 11. MMD will not be liable for any costs, expenses, losses or damages suffered or incurred by a Customer arising from MMD's failure to publish Advertising in accordance with a Customer's request.

4 SUBMISSION OF ADVERTISING

4.1 By submitting Advertising for publication, the Customer warrants to MMD that the Advertising does not breach or infringe: (a) the Competition and Consumer Act 2010 (Cth) (including the Australian Consumer Law), State and Territory fair trading legislation and equivalent legislation; (b) State and Commonwealth anti-discrimination legislation; (c) any copyright, trade mark or obligation of confidentiality; (d) any law of defamation or obscenity; (e) any law of contempt of any court, tribunal or royal commission; (f) the AANA Code of Ethics and any other applicable advertising self-regulatory code; (g) in the case of radio Advertising, the Commercial Radio Code of Practice; (h) in the case of television Advertising, the Commercial Television Industry Code of Practice; (i) in the case of digital or social media Advertising, the advertising policies, terms and technical standards of the relevant platform; (j) the Spam Act 2003 (Cth) and the Privacy Act 1988 (Cth); and (k) any other law (including but not limited to any common law, statute, delegated legislation, rule and ordinance of the Commonwealth or any State or Territory).

4.2 The Customer must not submit Advertising for publication that contains contact details for the Customer if those contact details do not include the full name and street address of the Customer. Post office box and email addresses alone are insufficient.

4.3 If, in MMD's opinion, a Customer submits Advertising that looks like editorial material, MMD may publish the Advertising under the heading 'Advertising' and with a border distinguishing it from nearby editorial.

4.4 The Customer must collect Advertising material submitted to MMD immediately after publication. MMD will endeavour to take reasonable care of Advertising material in its custody and control, but will not be responsible for any loss or damage to Advertising material (even if caused by MMD's negligence).

5 CLASSIFIED ADVERTISING

5.1 MMD will publish classified Advertising under the classification heading that it reasonably believes is most appropriate. This clause 5 applies only to print Advertising. Classified Advertising headings are for the convenience of readers and are determined at the discretion of MMD.

5.2 MMD will publish classified display Advertising sorted by alphabetical caption and, where space permits, with related line Advertising.

6 ERRORS

6.1 The Customer must promptly: (a) check proofs of Advertising provided to the Customer by MMD; and (b) notify MMD of any errors in the proofs or any published Advertising.

6.2 MMD does not accept responsibility for any errors in Advertising placed over the telephone.

6.3 If a Customer wishes to make a claim on MMD for credit, re-publication or any other remedy in respect of Advertising, the Customer must send the claim in writing to MMD no later than 25 days after the date of the tax invoice or date of first publication, broadcast or placement of the Advertising (whichever is earlier).

6.4 MMD will only investigate complaints during normal office hours (9am to 5pm, Monday to Friday excluding public holidays).

7 ADVERTISING RATES AND TAXES

7.1 The Customer must pay for Advertising in accordance with the rates in MMD's Advertising proposals.

7.2 The Customer must pay an additional amount equal to any Taxes payable by MMD in respect of Advertising. MMD will provide Customers with a tax invoice or adjustment note (as applicable) in a compliant form for GST purposes.

7.3 The Customer's eligibility for discounts and rebates will be based on the Customer's GST exclusive Advertising spend, which will be subsequently adjusted for applicable GST.

8 CREDIT

8.1 MMD may grant, deny or withdraw credit to a Customer at any time in its discretion.

8.2 The Customer must ensure that its Customer account number is available only to those of its employees authorised to use it. The Customer acknowledges that it will be liable for all Advertising requested with the quotation of the Customer's account number.

9 PAYMENT

9.1 The Customer must pay for Advertising: (a) by pre-payment, if so required by MMD; (b) if account, within the terms set out on the tax invoice supplied.

9.2 The Customer must pay: (a) for Advertising in accordance with the size of the Advertising material lodged by the Customer, or the Advertising space ordered by the Customer, whichever is greater; (b) the full price for Advertising notwithstanding: (i) the fact that MMD has exercised its right to vary the format or placement of the Advertising; and (ii) any error or omission in the Advertising (unless the error or omission was the fault of MMD).

10 FAILURE TO PAY AND OTHER BREACH

10.1 If a Customer fails to pay for Advertising in accordance with clause 9 or if a Customer suffers an Insolvency Event as defined in clause 10.2, MMD may (in its discretion and without limitation): (a) cancel any provision of credit to the Customer; (b) require cash pre-payment for further Advertising; (c) charge interest on all overdue amounts at the rate 2% above the ANZ Bank Overdraft Base Rate; (d) take proceedings against the Customer for any outstanding amounts; (e) recover from the Customer all costs relating to any action taken by MMD to recover amounts owing for Advertising, including without limitation any mercantile agency costs and legal costs on a full indemnity basis; (f) cease publication of any further Advertising on behalf of the Customer and terminate any agreement in relation to Advertising not yet published; and (g) exercise any other rights at law.

10.2 A Customer suffers an 'Insolvency Event' if: (a) the Customer is a natural person and the Customer commits an act of bankruptcy; (b) the Customer is a body corporate and the Customer: (i) cannot pay its debts as and when they fall due; (ii) enters into any arrangement with its creditors other than in the ordinary course of business; (iii) passes a resolution for administration, wind up or liquidation (other than for the purposes of reorganisation or reconstruction); (iv) a receiver, manager, liquidator or administrator is appointed to any of its property or assets; or (v) any petition is presented for the winding up of the Customer.

10.3 MMD reserves the right to withhold any discounts or rebates if the Customer fails to comply with its payment obligations.

10.4 A written statement of debt duly signed by an authorised employee of MMD shall be prima facie evidence and proof of the amount owed by the Customer to MMD.

11 LIABILITY

11.1 The Customer acknowledges that it has not relied on any advice given or representation made by or on behalf of MMD in connection with the Advertising.

11.2 MMD excludes all implied conditions and warranties from these Terms, except any condition or warranty (such as the consumer guarantees under the Australian Consumer Law) which cannot by law be excluded ('Nonexcludable Condition').

11.3 MMD limits its liability: (a) for breach of any Non-Excludable Condition (to the extent that liability for such breach can by law be limited); and (b) for any other error or omission in published Advertising caused by MMD, to (at MMD's option) re-supply of the Advertising services affected by the breach (including by re-publication, re-broadcast or a replacement placement of equivalent value), or payment of the cost of re-supply.

11.4 Subject to clauses 11.2 and 11.3, MMD excludes all other liability to the Customer for any costs, expenses, losses and damages suffered or incurred by the Customer in connection with these Terms and any Advertising published by MMD, whether that liability arises in contract, tort (including by MMD's negligence) or under statute. Without limitation, MMD will in no circumstances be liable for any indirect or consequential losses, including loss of profits, loss of revenue and loss of business opportunity.

11.5 The Customer indemnifies MMD and its officers, employees, contractors and agents (the 'Indemnified') against any costs, expenses, losses, damages and liability suffered or incurred by the Indemnified arising from the Customer's breach of these Terms and any negligent or unlawful act or omission of the Customer in connection with the Advertising.

11.6 MMD gives no warranty as to the audience, reach, impressions, clicks, engagement or other performance of any Advertising, and is not liable for any act, omission, outage, policy change, moderation decision or reporting discrepancy of any Member Media, broadcaster, publisher or digital or social media platform. Metrics supplied by third-party platforms are provided to the Customer as received and are not verified by MMD.

12 PRIVACY

12.1 The personal information provided by Customer is collected and stored by MMD and will be used in connection with the advertising services requested by Customer (including processing of invoices and payments), credit assessment of applications submitted (if any), and internal marketing campaigns. MMD handles personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. The Customer consents to MMD disclosing personal information to Member Media and to advertising platforms and their service providers to the extent necessary to book, place and verify the Advertising. MMD may disclose personal information to a debt collection agency, risk insurers or solicitors in the event a Customer's account is overdue.

12.2 Customers may gain access to their personal information by contacting the MMD Privacy Officer, PO Box 231, Brunswick West VIC 3055.

12.3 If the Customer does not provide the requested information, it will not be possible to supply the Customer with advertising and/or other services.

13 GENERAL

13.1 These Terms represent the entire agreement of the Customer and MMD in relation to Advertising and cannot be varied except in writing by an authorised officer of MMD. No purchase order or other document issued by the Customer will vary these Terms.

13.2 MMD will not be liable for any delay or failure to publish Advertising caused by a factor outside MMD's reasonable control (including but not limited to any Act of God, war, breakdown of plant, industrial dispute, electricity failure, governmental or legal restraint).

13.3 MMD may service any notice or court documents on a Customer by forwarding them by pre-paid post to the last known postal address, or by email to the last known email address, of the Customer.

13.4 These Terms are governed by the laws of the state of Victoria.

MMD

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